



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

This is
11417-RRRRRRR

0-365A382

No. DEC 30 1980
Date...
Fee \$...

December 22, 1980 IGC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 11417-RRRRRRR
Dec 31 3:40 PM
DEC 30 1980

RE: Filing of Supplementary Rider (Rider) dated
as of May 16, 1980 to Car Leasing Agreement 5714
("Lease") between North American Car Corporation ("NAC")
and Midwest Agri-Commodities Company ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an
executed counterpart and four certified true copies of the
Rider, which has been assigned to General Electric Credit and
Leasing Corporation ("Assignee"), pursuant to a Bailment
Agreement and Assignment of Leases ("Bailment Agreement")
dated as of December 18, 1978 and amended on November 15, 1979
and recorded with the Interstate Commerce Commission on January
23, 1980, under Recordation No. 11417. Please record this Rider
under that Recordation number.

The equipment is covered in the Rider and the names and addresses
of the parties are as follows. The address of the Lessor, North
American Car Corporation, is 222 South Riverside Plaza, Chicago,
Illinois 60606 and the address of the above named Lessee is
400 South County Road 18, Suite 490 - Sheland Plaza Minneapolis,
Minnesota 55426. Please cross index this filing against the
name of that Lessee.

The Rider supplements the Lease by subjecting the equipment
described in the Rider to the terms of the Lease, thereby
leasing the same to the Lessee. The Bailment Agreement provides
that NAC shall hold, lease, maintain and perform certain
administrative and other services with respect to the equipment
covered by the Lease and that NAC assigns to Assignee all its
interest in, but not its obligations under, the Lease (including
amounts received or credited for mileage compensation relating
to that leased equipment). The equipment covered by the Lease
has been or is to be sold to Assignee.

DEC 30 3 32 PM '80
MAIL ROOM
BRANCH

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

Page 2

Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II
Assistant Secretary

enclosure

11417 RRRRR
RECORDATION NO. Filed 1428

C E R T I F I C A T E DEC 30 1980 -11 50 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 5714 between North American Car Corporation and Midwest Agri-Commodities Company dated May 16, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

Lenny Catalano

(SEAL)

My Commission Expires 8-14-83.

KEEP
ICC FILE COPY
11417-RRRRRRRR

RIDER NO. 1
LOAN NO. 1077
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 5714

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Twenty-five (25)	20,000 gallon capacity tank cars, interior coiled, non-insulated, for shipment of Molasses (NATX 73685 thru 73709)	\$436.00

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 271.6 as was reported for May, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

For each mile in excess of 25,000 x days in service that each car 365 covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 16th day of May, 1980.

ATTEST:

James M. Billegier
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

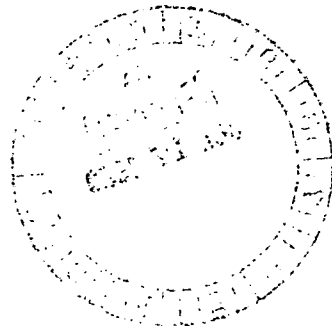
Richard L. Shewood
Vice President

ATTEST:

S.M. Caspers
Secretary

MIDWEST AGRI-COMMODITIES COMPANY

By Donald R. Shuman
Director



"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked 'ORIGINAL.'"

CAR LEASING AGREEMENT 5714
RIDER NO. 1

State of Illinois)
) SS:
County of Cook)

On this 27th day of June, 1980, before me personally appeared P.C. Woodward, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

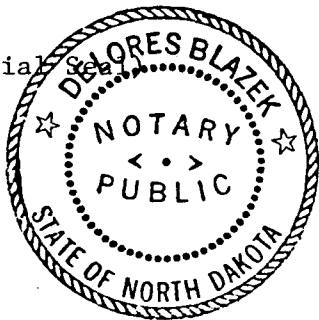
(Notarial Seal)

Larry Catalano
Notary Public
My Commission expires 8-14-83

State of North Dakota)
) SS:
County of Richland)

On this 13th day of August, 1980, before me personally appeared Gerald W. Shannon, to me personally known, who, being by me duly sworn, says that he is a Director of Midwest Agri-Commodities Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Delores Blazek
Notary Public
My Commission Expires Jan. 18, 1986
DELORES BLAZEK, NOTARY PUBLIC
Richland Co., ND

"This Lease is a COUNTERPART ORIGINAL. No assignment of an security interest in this lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."